

Revised 2/95

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 18, 2004

Division: Management Services

Bulk Item: Yes ☒ No ☐

Department: Administrative Services

AGENDA ITEM WORDING: Approval of amendments to contracts with providers of programs funded by the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program. A summary of the providers and amounts is attached.

ITEM BACKGROUND: The Safeport program, funded by Byrne and operated by the Guidance Clinic of the Middle Keys, ceased operation at the end of March, 2004. The Substance Abuse Policy Advisory Board accepted proposals to utilize the remaining funds at its May 2004 meeting. Its recommendations are reflected in these proposed amendments. Request had been sent to FDLE for these contracts to be amended.

PREVIOUS RELEVANT BOCC ACTION: Approval of contracts with FDLE and contracts with providers at its October 2003 meeting.

CONTRACT/AGREEMENT CHANGES: changes to amounts, budgets, and objectives

STAFF RECOMMENDATION: Approval.

TOTAL COST: 47,832.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: 11,959.00

SOURCE OF FUNDS: ad valorem taxes

REVENUE PRODUCING: Yes ☐ No ☒

AMOUNT PER MONTH _____
YEAR _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

DIVISION DIRECTOR APPROVAL: _____



Sheila A. Barker

DOCUMENTATION: INCLUDED: ☒ TO FOLLOW: ☐ NOT REQUIRED: ☐

DISPOSITION: _____

AGENDA ITEM #: C40

This chart shows the requested uses of the lapsed funds, Federal and Match, for the following programs:				
Total Byrne Funds	35,874.00			
Total Local Match	11,958.00			
Grand Total	47,832.00			
Program	Byrne	County	Total	Notes
Boys and Girls Club gang prevention program	6,582.00	2,194.00	8,776.00	third year
Care Center	0.00	0.00	0.00	final year
Florida Keys Outreach Coalition	13,137.00	4,380.00	17,517.00	second year
Peacock	4,180.00	1,394.00	5,574.00	third year
Youth Challenge gang and violence prevention	11,975.00	3,992.00	15,967.00	third year
	0.00	0.00	0.00	
Totals	35,874.00	11,960.00	47,834.00	
(over) or under available funds	0.00	(2.00)	(2.00)	25.00%



BOARD OF COUNTY COMMISSIONERS

Mayor Murray E. Nelson, District 5
Mayor Pro Tem David P. Rice, District 4
Dixie M. Spehar, District 1
George Neugent, District 2
Charles "Sonny" McCoy, District 3

Monroe County
Board of County Commissioners
Office of the County Administrator
The Historic Gato Cigar Factory
1100 Simonton Street, Suite 205
Key West, FL 33040
(305) 292-4441 - Phone
(305) 292-4544 - Fax



June 18, 2004

Mr. Clayton H. Wilder
Community Program Administrator
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Re: 04-CJ-J3-11-54-01-016/Boys and Girls Club SMART Gang Prevention III
04-CJ-J3-11-54-01-019/Monroe Youth Challenge III
04-CJ-J3-11-54-01-020/Peacock Apts Dual-Diagnosed Offender Program II
04-CJ-J3-11-54-01-017/Florida Keys Outreach Coalition Transitional Housing IV

Dear Mr. Wilder:

This letter is to request program and budgetary modifications to the above-referenced grants. Attached are revised Project Identification, Program Objectives and Performance Measures, Budget Narrative, and Budget Schedule sections of the approved project agreement reflecting the proposed changes.

The Safeport program, operated by the Guidance Clinic of the Middle Keys, ceased operations on March 31, 2004. Please cancel the contract between Monroe County and FDLE effective March 31, 2004, and de-obligate the remaining funds (\$35,874.00 federal funds and \$11,958.00 in County match funds, for a total of \$47,832.00).

At a meeting of the Monroe County Substance Abuse Policy Advisory Board on May 7, 2004, proposals to use the funds unspent by Safeport were considered, and the SAPAB recommended making the changes I am requesting in this letter.

Your favorable consideration regarding the proposed modifications will be greatly appreciated. Should you require any additional information, please contact David P. Owens, Grants Administrator, at 305-292-4482. Thank you for your continued assistance.

Very truly yours,

James L. Roberts
County Administrator

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Florida Keys Outreach Coalition Effective Date: 10/01/03
Expiration Date: 9/30/04

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Sunrise House Transitional Housing for Recovering Homeless Men IV as part of Monroe County's FY04 Edward Byrne Memorial Law Enforcement Grant Program

Contract Manager: David P. Owens
(Name)

for BOCC meeting on 10/15/03 8/18/04

CONTRACT COSTS

Total Dollar Value of Contract: \$75,967.00 Current Year Portion: \$75,967.00

Budgeted? Yes X No

Grant: \$56,975.00

County Match: \$18,992.00

ADDITIONAL COSTS

Estimated Ongoing Costs: \$2857.00
(Not included in dollar value above)

For: Staff support-filing reports, oversight
(e.g. Maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>8/3/04</u>
Risk Management	<u>8-3-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawik</u>	<u>8-3-04</u>
O.M.B./Purchasing	<u>08/03/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Maryanne Appelle</u>	<u>8/3/04</u>
County Attorney	<u>7/30/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A.</u>	<u>8/2/04</u>
Comments:				

CONTRACT AMENDMENT

This amendment to agreement is made and entered into this _____ day of _____, 2004, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "COUNTY" and The Florida Keys Outreach Coalition, hereinafter referred to as "AGENCY."

WHEREAS, COUNTY and AGENCY entered into an agreement on October 15, 2003 for the purpose of providing a transitional housing program for Monroe County, and,

WHEREAS, the Florida Department of Law Enforcement, at the COUNTY'S request, has amended the Byrne Grant contracts with the COUNTY to allow the COUNTY to utilize funds unused by the Safeport program, and

WHEREAS, COUNTY wishes to amend the agreement with the AGENCY dated October 15, 2003 to increase the amount and certain objectives, now, therefore

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. Article Three of the agreement entered into on October 15, 2003 shall be amended to read:

3. FUNDS - The total project budget to be expended by the PROVIDER in performance of the services set forth in Section 2 of this agreement shall be the total sum of \$68,741.00. The total sum represents federal grant/state sub-grant support in the amount of \$51,555.00 and local matching funds in the amount of \$17,186.00, which amount shall be provided by the county through the grant matching funds account. All funds shall be distributed and expended in accordance with the Project Budget Narrative submitted as outlined in the grant agreement.

2. This effective date of this amendment to contract will be July 9, 2004.

3. All other provisions of the agreement dated October 15, 2003 not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

Florida Keys Outreach Coalition

Witness Federal ID No. _____

Witness By _____
Executive Director

APPROVED AS TO FORM
[Signature]
JAZMINA A. HUTTON
8/2/04

EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE
FORMULA GRANT FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereinafter referred to as "COUNTY," and Florida Keys Outreach Coalition, whose address is 1615-A Truesdell Court, Key West, Florida 33040, hereinafter referred to as "COALITION."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the COUNTY to implement a program that provides Transitional Housing for Recovering Homeless Men; and

WHEREAS, the County is in need of an implementing agency to provide said services under this Program; and

WHEREAS, the COALITION is the sole provider of this program; and

WHEREAS, the COUNTY has agreed to disburse the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the COALITION in accordance with the COUNTY'S application for the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the COALITION agree as follows:

1. TERM - The term of this Agreement is from October 1, 2003, through September 30, 2004, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - The COALITION will provide services as outlined in the COUNTY'S Anti-Drug Abuse Sub-grant Award, attached and made a part hereof.

3. FUNDS - The total project budget to be expended by the COALITION in performance of the services set forth in Section 2 of this agreement shall be the total sum of \$51,224.00. The total sum represents federal grant/state sub-grant support in the amount of \$38,418.00 and local matching funds in the amount of \$12,806.00, which amount shall be provided by the county through the grant matching funds account. All funds shall be distributed and expended in accordance with the Project Budget Narrative submitted as outlined in the grant agreement.

4. INCORPORATION BY REFERENCE - The provisions of those certain documents entitled "State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement Subgrant Award Certificate and Application" therefor and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment C).

5. IMPLEMENTING AGENCY BOND - The COALITION is an implementing agency under the COUNTY'S Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, the COALITION shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

6. BILLING AND PAYMENT

- (a) The COALITION shall render to the COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, and all other information required by the Program Director. The original invoice shall be sent to:

Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

- (b) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of the correct and proper invoice submitted by the COALITION.

7. TERMINATION - This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party. The COUNTY shall not be obligated to pay for any services provided by the COALITION after the COALITION has received notice of termination. In the event there are any unused Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds, the COALITION shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

8. ACCESS TO FINANCIAL RECORDS - The COALITION shall maintain appropriate financial records which shall be open to the public at reasonable times and under reasonable conditions for inspection and examination and which comply with the Agreement incorporated in Section 4 of this Agreement.

9. AUDIT - The COALITION shall submit to the COUNTY an audit report covering the term of this Agreement, within one-hundred twenty (120) days following the Agreement's lapse or early termination and shall also comply with all provisions of the Agreement incorporated in Section 4 of this Agreement.

10. NOTICES - Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:
Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER:
Stephen Braddock, Director
Florida Keys Outreach Coalition
1615-A Truesdell Court
Key West, FL 33040

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

11. UNAVAILABILITY OF FUNDS - If the COUNTY shall learn that funding from the Florida Department of Law Enforcement cannot be obtained or cannot be continued at a level sufficient to allow for the services specified herein, this Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the COALITION at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the COALITION after the COALITION has received notice of termination.

12. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the COALITION shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted, and particularly Article 1, Section 3 of the Constitution of the State of Florida and Article 1 of the United States Constitution, which provide that no revenue of the

state or any political subdivision shall be utilized, directly or indirectly, in aid of any church, sect or religious denomination or in aid of any sectarian institution. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the COALITION. If the COALITION receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.

13. ASSIGNMENTS AND SUBCONTRACTING - Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.

14. INDEPENDENT CONTRACTOR/EMPLOYEE STATUS - The COALITION is an independent contractor. No statement in this agreement shall be construed so as to find the COALITION, its employees, contractors, servants, volunteers, or agents to be employees of the COUNTY. Persons employed by the COALITION in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

15. INDEMNIFICATION - The COALITION agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the COALITION.

16. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

(SEAL)
ATTEST: DANNY L. KOLHAGE, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Florida Keys Outreach Coalition

By: _____

Title: _____

Witness

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

[Signature]
ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: check amount, check number, date, payee, support for applicable payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses

A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel Expenses

Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel must be submitted in accordance with Florida Statute 112.061. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Meal reimbursement is: breakfast at \$3.00, lunch at \$6.00, and dinner at \$12.00. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Mileage reimbursement is calculated at .29 cents per mile for personal auto mileage while on County business. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Non-allowable Expenses

The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date _____

The following is a summary of the expenses for (Organization name) for the time period of _____ to _____.

Check #	Payee	Reason	Amount
101	Company A	Rent	\$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	<u>XXX.XX</u>
(A)	Total		<u>\$ X,XXX.XX</u>
(B)	Total prior payments		\$ X,XXX.XX
(C)	Total requested and paid (A + B)		\$ X,XXX.XX
(D)	Total contract amount		\$ X,XXX.XX
	Balance of contract (D-C)		<u>\$ X,XXX.XX</u>

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this _____ day of _____ 2001
by _____ who is personally known to me.

Notary Public

Notary Stamp

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

CONTRACT SUMMARY

for BOCC meeting on ~~10/15/03~~ 8/18/04 Agenda Deadline: 09/30/03 8/13/04

CONTRACT AMENDMENT

This amendment to agreement is made and entered into this _____ day of _____, 2004, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "COUNTY" and The Monroe County Sheriff's Office, hereinafter referred to as "AGENCY."

WHEREAS, COUNTY and AGENCY entered into an agreement on October 15, 2003 for the purpose of providing a violence prevention for school students of Monroe County, and,

WHEREAS, the Florida Department of Law Enforcement, at the COUNTY'S request, has amended the Byrne Grant contracts with the COUNTY to allow the COUNTY to utilize funds unused by the Safeport program, and

WHEREAS, COUNTY wishes to amend the agreement with the AGENCY dated October 15, 2003 to increase the amount and certain objectives, now, therefore

IN CONSIDERATION of the mutual promises and covenants contained herein, It is agreed as follows:

1. Article Three of the agreement entered into on October 15, 2003 shall be amended to read:

3. FUNDS - The total project budget to be expended by the PROVIDER in performance of the services set forth in Section 2 of this agreement shall be the total sum of \$75,967.00. The total sum represents federal grant/state sub-grant support in the amount of \$56,975.00 and local matching funds in the amount of \$18,992.00, which amount shall be provided by the county through the grant matching funds account. All funds shall be distributed and expended in accordance with the Project Budget Narrative submitted as outlined in the grant agreement.

2. This effective date of this amendment to contract will be July 9, 2004.

3. All other provisions of the agreement dated October 15, 2003 not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

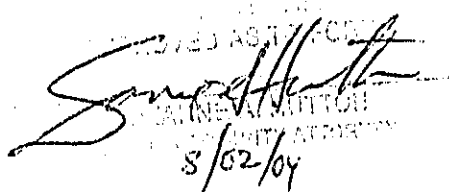
By _____
Deputy Clerk

By _____
Mayor/Chairman

Monroe County Sheriff's Office

Witness Federal ID No. _____

Witness By _____
Executive Director


JAMES H. SMITH
S/02/04

EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE
FORMULA GRANT FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereinafter referred to as "COUNTY," and Monroe County Sheriff's Dept., whose address is 5525 College Road, Key West, Florida 33040, hereinafter referred to as "PROVIDER."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the COUNTY to implement a program that provides Youth Challenge Day services; and

WHEREAS, the County is in need of an implementing agency to provide said services under this Program; and

WHEREAS, the PROVIDER is the sole provider of this program; and

WHEREAS, the COUNTY has agreed to disburse the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the PROVIDER in accordance with the COUNTY'S application for the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the PROVIDER agree as follows:

1. TERM - The term of this Agreement is from October 1, 2003, through September 30, 2004, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - The PROVIDER will provide services as outlined in the COUNTY'S Anti-Drug Abuse Sub-grant Award, attached and made a part hereof.

3. FUNDS - The total project budget to be expended by the PROVIDER in performance of the services set forth in Section 2 of this agreement shall be the total sum of \$60,000.00. The total sum represents federal grant/state sub-grant support in the amount of \$45,000.00 and local matching funds in the amount of \$15,000.00, which amount shall be provided by the county through the grant matching funds account. All funds shall be distributed and expended in accordance with the Project Budget Narrative submitted as outlined in the grant agreement.

4. INCORPORATION BY REFERENCE - The provisions of those certain documents entitled "State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement Subgrant Award Certificate and Application" therefor and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment C).

5. IMPLEMENTING AGENCY BOND - The PROVIDER is an implementing agency under the COUNTY'S Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, the PROVIDER shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

6. BILLING AND PAYMENT

(a) The PROVIDER shall render to the COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, and all other information required by the Program Director. The original invoice shall be sent to:
Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

(b) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of the correct and proper invoice submitted by the PROVIDER.

7. TERMINATION - This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party. The COUNTY shall not be obligated to pay for any services provided by the PROVIDER after the PROVIDER has received notice of termination. In the event there are any unused Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds, the PROVIDER shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

8. ACCESS TO FINANCIAL RECORDS - The PROVIDER shall maintain appropriate financial records which shall be open to the public at reasonable times and under reasonable conditions for inspection and examination and which comply with the Agreement incorporated in Section 4 of this Agreement.

9. AUDIT - The PROVIDER shall submit to the COUNTY an audit report covering the term of this Agreement, within one-hundred twenty (120) days following the Agreement's lapse or early termination and shall also comply with all provisions of the Agreement incorporated in Section 4 of this Agreement.

10. NOTICES - Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:
Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER:
Richard D. Roth, Sheriff
Monroe County Sheriff Department
5525 College Road
Key West, FL 33040

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

11. UNAVAILABILITY OF FUNDS - If the COUNTY shall learn that funding from the Florida Department of Law Enforcement cannot be obtained or cannot be continued at a level sufficient to allow for the services specified herein, this Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the PROVIDER at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the PROVIDER after the PROVIDER has received notice of termination.

12. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the PROVIDER shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted, and particularly Article 1, Section 3 of the Constitution of the State of Florida and Article 1 of the United States Constitution, which provide that no revenue of the state or any political subdivision shall be utilized, directly or indirectly, in aid of any church, sect

or religious denomination or in aid of any sectarian institution. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the PROVIDER. If the PROVIDER receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.

13. ASSIGNMENTS AND SUBCONTRACTING - Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.

14. INDEPENDENT CONTRACTOR/EMPLOYEE STATUS - The PROVIDER is an independent contractor. No statement in this agreement shall be construed so as to find the PROVIDER, its employees, contractors, servants, volunteers, or agents to be employees of the COUNTY. Persons employed by the PROVIDER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

15. INDEMNIFICATION - The PROVIDER agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the PROVIDER.

16. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

(SEAL)
ATTEST: DANNY L. KOLHAGE, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Monroe County Sheriff's Dept.

By: _____

Title: _____

Witness

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: check amount, check number, date, payee, support for applicable payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses

A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel Expenses

Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel must be submitted in accordance with Florida Statute 112.061. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Meal reimbursement is: breakfast at \$3.00, lunch at \$6.00, and dinner at \$12.00. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Mileage reimbursement is calculated at .29 cents per mile for personal auto mileage while on County business. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Non-allowable Expenses

The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.